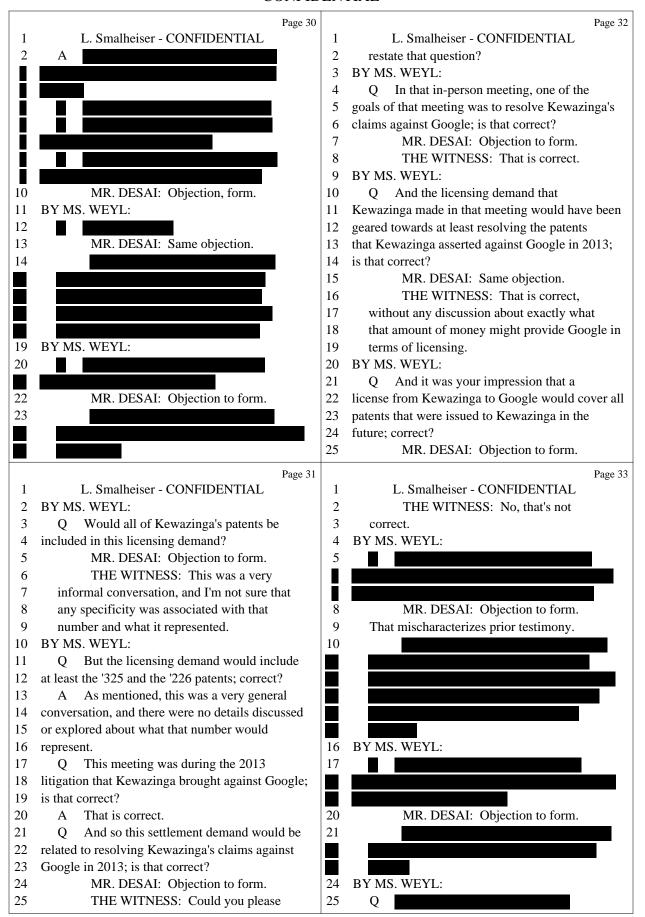
Exhibit 5

```
Page 1
 1
 2
       UNITED STATES DISTRICT COURT
       SOUTHERN DISTRICT OF NEW YORK
       Case No. 1:20-cv-01106
 3
 4
       KEWAZINGA CORP.,
 5
                                Plaintiff, :
 6
                   - vs -
 7
       GOOGLE LLC,
                                Defendant. :
 8
 9
10
                                    June 10, 2020
                                    10:57 a.m.
11
                                    Jupiter, Florida
12
13
14
15
16
                       ***CONFIDENTIAL***
17
18
19
20
                   VIDEOTAPED VIRTUAL DEPOSITION UPON
       ORAL EXAMINATION OF LEONARD SMALHEISER, held at
2.1
22
       the above-mentioned time and place, before Randi
23
       Friedman, a Registered Professional Reporter,
       within and for the State of New York.
24
25
       Job No. CS4135135
```

Veritext Legal Solutions 973-410-4098

L. Smalheiser - CONFIDENTIAL APPEARANCES: 3 AFFEARANCES: 3 STROOCK & STROOCK & LAVAN, LLP Attorneys for Plainfif 5 180 Maiden Lane New York, New York 10038 6 BY: SAUNAK K. DESAL, ESQ. 7 IAN G. DIBERNARDO, ESQ. 8 DESMARAIS, LLP Attorneys for Defendant 10 230 Park Avenue 11 New York, New York 10169 12 BY: ELIZABETH WEYL, ESQ. 13 STEVEN M. BALCOF, ESQ. 14 *** 15 STEVEN M. BALCOF, ESQ. 16 *** 17 LASS PRESENT: 18 Aurole Rivera - Videographer 22 Solutions, and all and the time of your appearance, beginning with noticing attorney. 23 Park Avenue 14 *** 15 Counsel and all present remotely will now state their appearance and affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. 24 Page 3 25 L. Smalheiser - CONFIDENTIAL 25 Solutions, and on the line with me, but will not be and all reserved; and hard part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 testimony at this examination is 11 testimony at this examination is 12 testimony at this examination is 14 or a waiver to make such motion at, and is 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 18 WR. VIEL: Thank you. 21 testimony at this examination is 14 or a waiver to make such motion at, and is 14 witness being examined before a Notary Public 17 witness being and more all to 57 mm. of the record and the strong of the respective purities here to the man the Notary Public 17 witness being attention is Steven and 10 to 10 to 20 to 30 to 3				
SPECIAL STROOCK & STROOCK & LAVAN, LLP Antoneys for Plaintiff 180 Maiden Lane New York, New York 10038 BY: SAUNAK K. DESAI, ESQ. 7 IAN G. DIBERNARDO, ESQ. 8 DESMARAIS, LLP Antoneys for Defendant 10 10 10 10 11 10 10 11 230 Park Avenue 11 12 30 Park Avenue 11 13 STEVEN M R. VIDEOGRAPHER: Good morning with separation is the section, nor am I financially interested in the outcome. 13 STEVEN M Ral COP, ESQ. 14 15 STEVEN M RAL COP, ESQ. 15 STEVEN M RAL COP, ESQ. 16 STROOK & STROOK & LAVAN, LLP 20 DAVID A. FREY, ESQ. 17 18 19 20 21 23 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 21 22 23 24 25 26 27 27 28 28 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 21 21 22 23 24 25 26 27 28 28 29 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 22 23 24 25 26 27 28 28 29 29 29 20 20 21 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 21 22 23 24 25 26 27 28 28 29 29 20 20 21 20 21 21 21 22 23 24 25 26 27 28 28 29 29 29 20 20 20 21 20 21 21 21 22 23 24 25 26 27 28 28 29 29 29 20 20 20 21 20 21 21 21 22 23 24 25 26 27 28 28 29 29 29 29 20 20 20 20 21 20 21 20 21 20 21 20 21 20 21 21 21 21 21 21 22 22 23 23 24 25 26 27 27 28 28 29 29 29 20 20 20 21 20 21 20 21 20 21 21 21 21 21 21 21 21 21 21 21 21 21	1	· ·		Page 4
STROOCK & STROOCK & LAVAN, LLP Attorneys for Plaintiff Binding and New York, New York 10038 BY: SAUNAK K. DESAI, ESQ. BY: SAUNAK S. ESQ. BY: SA				
Attorneys for Plaintiff 5 180 Maden Lame New York, New York 10038 6 BY: SAUNAK K. DESAL ESQ. 7 IANG DIBERNARDO, ESQ. 8 DESMARAIS, LLP Attorneys for Defendant 10 230 Park Avenue 11 New York, New York 10169 12 New York, New York 10169 13 STEVEN M. BALCOF, ESQ. 14 **** 15 DAVID A. FREY, ESQ. 16 18 *** 17 IASO PRESENT: 21 Marcelo Rivera - Videographer 22 ALSO PRESENT: 21 Marcelo Rivera - Videographer 22 STIPULATIONS 23 Park J. STIPULATIONS 24 All rights provided by the C.P.L.R., 3 IT IS HEREHY STIPULATED, by and between the attorneys for the respective parties hereto, 5 that: 4 the attorneys for the respective parties hereto, 5 that: 5 18 Constant of the time of the samination is 10 to strike any testimony at this examination is 10 exercised to any question or to move to strike any estimony at this examination shall not be a bar or a waiver to make such motion at, and is 10 examination was begun, but the failure to do so or to return the original of this deposition to a fore record. If there are any objections to proceeding, please state them at the time of your appearance, beging in the deposition is Sueven Balcof, John Desmarais and David Frey. Pages 3 1 IT IS HEREHY STIPULATED, by and between the attorneys for the respective parties hereto, 5 that: 5 10 Explain the failure to object to any question or to move to strike any testimony at this examination is 10 to strike any testimony at this examination is 10 to strike any testimony at this examination shall not be a bar or a waiver to make such motion at, and is 11 testimony at this examination was begun, but the failure to do so or to return the original of this deposition to 42 testimony at this examination by the counter of the conduct of the record? Pages 3 testimony at this examination by the counter to any question or to move to strike any 12 testimony at this examination was begun, but the failure to do so or to return the original of this deposition to 42 testimony at this examination by the co	3		1	e l
Solutions Solu	4			<u> </u>
New York, New York 10038 BY: SAUNAK K DESAL ESQ. This of DiBERNARD, ESQ. BY: SAUNAK K DESAL ESQ. This of DiBERNARD, ESQ. BY: SAUNAK K DESAL ESQ. This of DiBERNARD, ESQ. BY: DESMARAIS, LLP Attorneys for Defendant DESMARAIS, ELP BY: ELIZABETH WEYL ESQ. DAVID A. FREY, ESQ. BY: ELIZABETH WEYL ESQ. DAVID A. FREY, ESQ. BY: ELIZABETH WEYL ESQ. DAVID A. FREY, ESQ. DAVID A. FREY, ESQ. DAVID A. FREY, ESQ. DAVID A. FREY, ESQ. DAVID A. FREY, ESQ. DAVID A. FREY, ESQ. This is Elizabeth Weyl Trom Desmarais, LLP representing Google L And on the line with me, but will not be participating in the deposition is Steven Balcof, John Desmarais and David Frey. Page 3 IT IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that that the attorneys for the respective parties hereto, of Depositions, including the right to object to any question, except as to the form, or to move to strike any testimony at this examination is to to strike any testimony at this examination is to strike any testimony at this examination is to strike any testimony at this examination is testimony at this examination is testimony at this examination is to to strike any testimony at this examination is testimony this examination is testimony at this examination is testimony		· · · · · · · · · · · · · · · · · · ·		_
BY: SAUNAK K. DESAI. ESQ. 17 18				-
Table College Page 3 Pag	6	DV. GAVINAV V DEGAV EGO		
Besmarais, LLP Autorneys for Defendant 10	7			
Attomeys for Defendant 10		mit o. Bibbit villo, Eby.		-
10 230 Park Avenue New York, New York, 10169 12 12 13 14 15 15 15 14 15 15 16 16 16 16 16 16	9			<u> </u>
230 Park Avenue 11 New York, New York 10169 12 BY: ELIZABETH WEYL, ESQ. 13 STEVEN M BALCOF, ESQ. 14 *** 15 OAND A. FREY, ESQ. 16 *** 17 Counsel and all present remotely will now state their appearance and affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. 18 ALSO PRESENT: 21 Marcelo Rivera - Videographer 22 ALSO PRESENT: 21 Marcelo Rivera - Videographer 22 ALSO PRESENT: 21 L. Smalheiser - CONFIDENTIAL 22 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 4 the attorneys for the respective parties hereto, 5 All rights provided by the C.P.L.R., 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination shall not be a bar 11 reserved; and in addition, the failure to object 11 reserved; and in addition, the failure to object 11 reserved; and in addition, the failure to object 11 reserved; and in addition, the failure to object 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination is 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 18 examination was begun, but the failure to do so 19 counsel, shall not be deemed a waiver or the 20 counsel, shall not be deemed a waiver or the 21 rights provided by Rule 3116, C.P.L.R., and shall 22 be controlled thereby. 23 for the record?	10	Attorneys for Defendant		
13 BY: ELIZABETH WEYL, ESQ 14 15 16 16 16 16 17 17 17 18 18 19 19 19 19 19 19	10	230 Park Avenue		- 1
JOHN M. DESMARAIS, ESQ. DAVID A. FREY, ESQ. 14 *** 15 *** 17 18 19 18 19 19 ALSO PRESENT: 20 ALSO PRESENT: 21 22 23 24 24 25 25 1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved; to the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 to the rather of this deposition to 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 counsel, shall not be deemed a waiver or the 23 for the record? 24 25 In the outcome. Counsel and all present remotely will now state their appearance and affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. MS. WEYL: This is Elizabeth Weyl and on the line with me, but will not be participating in the deposition is Steven Balcof, John Desmarais, LLP representing Google L And on the line with me, but will not be participating in the deposition is Steven Balcof, John Desmarais, LLP representing Google L And on the line with me, but will not be a participating in the deposition by and on the line with me, but will not be a participating in the deposition of the vicing and batterion. AR. DESAI: On behalf of plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. MR. VIDEOGRAPHER: Will the coursels. MR. VIDEOGRAPHER: You may proceed, counsel. MS. WEYL				7 - 7
STEVEN M. BALCOF, ESQ. DAVID A. FREY, ESQ. 15 Counsel and all present remotely will now state their appearance and affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. Marcelo Rivera - Videographer 21 ALSO PRESENT: 21 Marcelo Rivera - Videographer 22 23 24 25 L. Smalheiser - CONFIDENTIAL 25 TI IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that: 4 the attorneys for the respective parties hereto, that: 5 that: 6 All rights provided by the C.P.L.R., 6 from Stroock & Stroock & Lavan. And with me on the line is lan DiBernardo, also from Stroock & Stroock & Lavan. And with me on the line is lan DiBernardo, also from Stroock & Stroock & Lavan. MR. VIDEOGRAPHER: Will the coursel, and in addition, the failure to object to any question except as to the form, or to move any examined and all present remotely will now state their appearance and affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. MS. WEYL: This is Elizabeth Weyl From Desmarais, LLP representing Google L. And on the line with me, but will not be participating in the deposition is Steven Balcof, John Desmarais and David Frey. Page 3 1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 2 MR, DESAI: On behalf of plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. And with me on the line is lan DiBernardo, also from Stroock & Stroock & Lavan. MR. VIDEOGRAPHER: Will the coursely stream of the witness. *** LEONARD SMALHEISER, the witne herein, after first having been duly sworn, was examined and testified as follows: *** MR. VIDEOGRAPHER: You may proceed, counsel. MS. WEYL: Thank you. EXAMINATION BY MS. WEYL: Thank you. EXAMINAT	12			-
DAVID A. FREY, ESQ. 14 **** 15 16 **** 17 18 18 19 18 19 19 18 20 19 18 20 19 18 20 19 18 20 19 18 20 19 18 20 19 18 20 19 18 20 19 18 20 19 21 22 23 24 24 25 25 26 27 27 28 29 29 29 20 20 21 22 23 24 24 25 25 26 27 27 28 29 29 29 29 20 20 20 21 22 23 24 24 25 25 26 27 27 28 29 29 29 29 20 20 20 20 21 22 23 24 24 25 25 26 27 28 29 29 29 20 20 20 20 21 22 23 24 24 25 25 26 27 28 29 29 29 29 20 20 20 20 20 20	13			
### affiliations for the record. If there are any objections to proceeding, please state them at the time of your appearance, beginning with noticing attorney. 1			15	- · · · · · · · · · · · · · · · · · · ·
15 18 18 20 20 21 22 23 23 23 23 24 25 25 26 27 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29	14	***		* *
18 any objections to proceeding, please state 19 them at the time of your appearance, 20 beginning with noticing attorney. 21 Marcelo Rivera - Videographer 22 Marcelo Rivera - Videographer 23 And on the line with me, but will not be 24 participating in the deposition is Steven 25 Balcof, John Desmarais and David Frey. Page 3 1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 19 the them at the time of your appearance, beginning with noticing attorney. MS. WEYL: This is Elizabeth Weyl and the time of your appearance, beginning with noticing attorney. MR. WEYL: This is Elizabeth Weyl and I'll be taking your deposition to day. 24 And on the line with me, but with me the ine with mes, but will not be part on the deposition to day. Provided by Rule 3116, C.P.L.R., and shall 20 for the record?	15	* * *		
1			18	any objections to proceeding, please state
ALSO PRESENT: 1			19	them at the time of your appearance,
ALSO PRESENT: 1			20	beginning with noticing attorney.
22 Marcelo Rivera - Videographer 22 And on the line with me, but will not be 23 24 25 26 27 27 28 29 29 29 29 29 29 20 20		ALSO PRESENT:	21	MS. WEYL: This is Elizabeth Weyl
23 24 25 26 27 28 29 29 29 20 20 20 21 22 21 22 22 23 24 24 25 26 26 27 27 28 28 29 29 20 20 21 21 22 25 26 27 28 28 29 29 20 20 20 21 21 22 25 26 27 28 28 29 29 20 20 20 20 20 20 20 20 20 20 20 20 20	21		22	from Desmarais, LLP representing Google LLC.
Page 3 1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. Page 3 L. Smalheiser - CONFIDENTIAL 1 MR. DESAI: On behalf of plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. Am. VIDEOGRAPHER: Will the coure reporter please swear in the witness. 10 LEONARD SMALHEISER, the witne herein, after first having been duly sworn, was examined and testified as follows: 11 herein, after first having been duly sworn, was examined and testified as follows: 12			23	And on the line with me, but will not be
Page 3 1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. Pr. L. Smalheiser - CONFIDENTIAL MR. DESAI: On behalf of plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Lavan. Appleating Plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. Appleating Plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. Am. VIDEOGRAPHER: Will the course reporter please swear in the witness. *** LEONARD SMALHEISER, the witne herein, after first having been duly sworn, was examined and testified as follows: *** MR. VIDEOGRAPHER: You may proceed, counsel.			24	participating in the deposition is Steven
1 L. Smalheiser - CONFIDENTIAL 2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public to ther than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 1 L. Smalheiser - CONFIDENTIAL MR. DESAI: On behalf of 3 plaintiff, Kewazinga Corp., this is Saunak 4 Desai of Stroock & Lavan. And with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. 4 Desai of Stroock & Lavan. And with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. 4 Desai of Stroock & Lavan. And with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. 5 with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. 6 from Stroock & Stroock & Lavan. 7 MR. VIDEOGRAPHER: Will the cour reporter please swear in the witness. 9 any question, except as to the form, or to move seven in the witness. 10 LEONARD SMALHEISER, the witne herein, after first having been duly sworn, was examined and testified as follows: 11 herein, after first having been duly sworn, was examined and testified as follows: 12 MR. VIDEOGRAPHER: Vill the Cour reporter please swear in the witness. 13 herein at the witness. 14 MR. VIDEOGRAPHER: Will the Cour reporter please swear in t			25	Balcof, John Desmarais and David Frey.
2 STIPULATIONS 3 IT IS HEREBY STIPULATED, by and between 4 the attorneys for the respective parties hereto, 5 that: 6 All rights provided by the C.P.L.R., 7 and Part 221 of the Uniform Rules for the Conduct 8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 2 MR. DESAI: On behalf of plaintiff, Kewazinga Corp., this is Saunak Desai of Stroock & Stroock & Lavan. And with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. Desai of Stroock & Stroock & Lavan. Amr. VIDEOGRAPHER: Will the cour reporter please swear in the witness. **** LEONARD SMALHEISER, the witnes herein, after first having been duly sworn, was examined and testified as follows: **** 13 **** MR. VIDEOGRAPHER: You may 13 **** MR. VIDEOGRAPHER: You may 15 **** MR. VIDEOGRAPHER: You may 16 **** MR. VIDEOGRAPHER: You may 17 **** MR. VIDEOGRAPHER: Will the cour reporter please swear in the witness. **** 18 MR. VIDEOGRAPHER: You may 19 proceed, counsel. 19 Q Good morning, Mr. Smalheiser. My nature is Elizabeth Weyl and I'll be taking your deposition today. 20 Good morning, Mr. Smalheiser. My nature is Elizabeth Weyl and I'll be taking your deposition today. 21 Can you please state your full name 22 Can you please state your full name		Page 3		Page 5
TI IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that: All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to the form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or a waiver to make such motion at, and is reserved to, the time of this action. This deposition may be sworn to by the witness being examined before a Notary Public to or to return the original of this deposition to counsel, shall not be deemed a waiver or the rights provided by Rule 3116, C.P.L.R., and shall and Part 221 of the Uniform Rules for the Conduct with me on the line is Ian DiBernardo, also from Stroock & Stroock & Lavan. MR. VIDEOGRAPHER: Will the counterprotect of the with the witness. LEONARD SMALHEISER, the witner and the stiffied as follows: LEONARD SMALHEISER, the witner and the stiffied as follows: MR. VIDEOGRAPHER: You may therein, after first having been duly sworn, was examined and testified as follows: MR. VIDEOGRAPHER: You may therein, after first having been duly sworn, was examined and testified as follows: MR. VIDEOGRAPHER: Will the counterprotect of the respective please swear in the witness. MR. VIDEOGRAPHER: You may therein, after first having been duly sworn, was examined and testified as follows: MR. VIDEOGRAPHER: Will the counterprotect please swear in the witness. MR. VIDEOGRAPHER: You may therein, after first having been duly sworn, was examined and testified as follows: MR. VIDEOGRAPHER: Will the counterprotect please swear in the witness. MR. VIDEOGRAPHER: Will the counterprotect please swear in the witness. MR. VIDEOGRAPHER: Will the Counterprotect please swear in the witness. MR. VIDEOGRAPHER: Woll and testified as follows: MR. VIDEOGRAPHER: Woll and testified as follows: MR. VIDEOGRAPHER: Woll and te	1	L. Smalheiser - CONFIDENTIAL	1	L. Smalheiser - CONFIDENTIAL
the attorneys for the respective parties hereto, that: All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to the form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question or to move to strike any to any question, except as to the form, or to move to strike any testimony at this examination is testimony at this examination shall not be a bar or a waiver to make such motion at, and is that: MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: Will the count reporter please swear in the witness. MR. VIDEOGRAPHER: We was examined and testified as follows: MR. VIDEOGRAPHER: We was examined and testified as follows: MR. VIDEOGRAPHER: We was	2	STIPULATIONS	2	
that: 6	3		3	plaintiff, Kewazinga Corp., this is Saunak
All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to the form, or to move of Depositions, including the right to object to any question, except as to the form, or to move of Depositions, including the right to object to any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 6 from Stroock & Stroock & Lavan. 7 MR. VIDEOGRAPHER: Will the cour reporter please swear in the witness. 8 reporter please swear in the witness. 9 *** 10 LEONARD SMALHEISER, the witnes herein, after first having been duly sworn, 12 was examined and testified as follows: 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My national counsel, shall not be deemed a waiver or the 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	4	the attorneys for the respective parties hereto,	4	
and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to the form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any to any question or to move to strike any testimony at this examination shall not be a bar or a waiver to make such motion at, and is reserved to, the time of this action. This deposition may be sworn to by the witness being examined before a Notary Public to or to return the original of this deposition to counsel, shall not be deemed a waiver or the rights provided by Rule 3116, C.P.L.R., and shall and Part 221 of the Uniform Rules for the Conduct Rule Subject to Rule Subject	5	that:	5	with me on the line is Ian DiBernardo, also
8 of Depositions, including the right to object to 9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 8 reporter please swear in the witness. 9 *** 10 LEONARD SMALHEISER, the witne 11 herein, after first having been duly sworn, 12 was examined and testified as follows: 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My national is Elizabeth Weyl and I'll be taking your 20 is Elizabeth Weyl and I'll be taking your 21 can you please state your full name 22 for the record?	6	All rights provided by the C.P.L.R.,	6	from Stroock & Stroock & Lavan.
9 any question, except as to the form, or to move 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 9 *** 10 LEONARD SMALHEISER, the witne 11 herein, after first having been duly sworn, 12 was examined and testified as follows: 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nature deposition today. 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	7	and Part 221 of the Uniform Rules for the Conduct	7	MR. VIDEOGRAPHER: Will the court
to strike any testimony at this examination is 10 to strike any testimony at this examination is 11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 10 LEONARD SMALHEISER, the witne 11 herein, after first having been duly sworn, 12 was examined and testified as follows: 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nature deposition today. 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	8	of Depositions, including the right to object to	8	reporter please swear in the witness.
11 reserved; and in addition, the failure to object 12 to any question or to move to strike any 13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 11 herein, after first having been duly sworn, 12 was examined and testified as follows: 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My national deposition today. 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	9	any question, except as to the form, or to move	9	* * *
to any question or to move to strike any testimony at this examination shall not be a bar or a waiver to make such motion at, and is reserved to, the time of this action. This deposition may be sworn to by the witness being examined before a Notary Public other than the Notary Public before whom this examination was begun, but the failure to do so or to return the original of this deposition to counsel, shall not be deemed a waiver or the rights provided by Rule 3116, C.P.L.R., and shall be controlled thereby. 12 was examined and testified as follows: *** 13 **** MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My national counsel, shall not be deemed a waiver or the 21 deposition today. 22 Can you please state your full name 23 for the record?	10		10	LEONARD SMALHEISER, the witness
13 testimony at this examination shall not be a bar 14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 13 *** 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nate of the deposition to deposition today. 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	11		11	
14 or a waiver to make such motion at, and is 15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 14 MR. VIDEOGRAPHER: You may 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nate of the deposition to 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	12	to any question or to move to strike any	12	
15 reserved to, the time of this action. 16 This deposition may be sworn to by the 17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 15 proceed, counsel. 16 MS. WEYL: Thank you. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nature is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	13	testimony at this examination shall not be a bar	13	* * *
This deposition may be sworn to by the the provided by Rule 3116, C.P.L.R., and shall	14	or a waiver to make such motion at, and is	14	MR. VIDEOGRAPHER: You may
17 witness being examined before a Notary Public 18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 17 EXAMINATION 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nate of the deposition to 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	15	reserved to, the time of this action.	15	*
18 other than the Notary Public before whom this 19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 18 BY MS. WEYL: 19 Q Good morning, Mr. Smalheiser. My nate of its Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	16	This deposition may be sworn to by the	16	MS. WEYL: Thank you.
19 examination was begun, but the failure to do so 20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 19 Q Good morning, Mr. Smalheiser. My nature of its Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	17	witness being examined before a Notary Public	17	EXAMINATION
20 or to return the original of this deposition to 21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 20 is Elizabeth Weyl and I'll be taking your 21 deposition today. 22 Can you please state your full name 23 for the record?	18	other than the Notary Public before whom this	18	BY MS. WEYL:
21 counsel, shall not be deemed a waiver or the 22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 21 deposition today. 22 Can you please state your full name 23 for the record?	19	examination was begun, but the failure to do so	19	Q Good morning, Mr. Smalheiser. My name
22 rights provided by Rule 3116, C.P.L.R., and shall 23 be controlled thereby. 22 Can you please state your full name 23 for the record?	20	or to return the original of this deposition to	20	is Elizabeth Weyl and I'll be taking your
23 be controlled thereby. 23 for the record?	21	counsel, shall not be deemed a waiver or the	21	deposition today.
	22	rights provided by Rule 3116, C.P.L.R., and shall	22	Can you please state your full name
24 The filing of the original of this 24 A My full name is Leonard Smalheiser.	23	be controlled thereby.	23	for the record?
	24	The filing of the original of this	24	A My full name is Leonard Smalheiser.
25 deposition is waived. 25 Q And where are you located, Mr.	24	The filling of the original of this		· · · · · · · · · · · · · · · · · · ·

2 (Pages 2 - 5)



9 (Pages 30 - 33)

	CONTE		
	Page 54	١.	Page 56
1	L. Smalheiser - CONFIDENTIAL	1	L. Smalheiser - CONFIDENTIAL
2	BY MS. WEYL:	2	on it. I don't know.
3	Q But you understand that Google does	3	BY MS. WEYL:
4	invest in Street View; is that correct?	4	Q But you're aware that Google continued
5	MR. DESAI: Objection to form.	5	to provide its Street View service at least
6	THE WITNESS: I can only assume	6	between the years of 2013 and 2020; is that
7	that they are, because I don't have access	7	correct?
8	to metrics that tell me that they are.	8	A I believe that they continued to
9	BY MS. WEYL:	9	provide that service, to the best of my
10	Q So based on your understanding of	10	knowledge.
11	without needing to consider any metrics about	11	Q And you're aware that between the
12	Street View, what is your understanding of the	12	years of 2013 and 2020, Google expanded its
13	amount of resources that Google has devoted to	13	coverage of the Street View service?
14	Street View from 2013 to 2020?	14	MR. DESAI: Objection to form.
15	MR. DESAI: Objection to form.	15	THE WITNESS: I don't know
16	THE WITNESS: I could not begin to	16	specifically how Google's coverage changed
17	tell you what that amount of money or what	17	in between those years.
18	that number is. I don't know.	18	BY MS. WEYL:
19	BY MS. WEYL:	19	Q In 2013, did you understand that
20	Q But you are aware that Google invested	20	Google's Street View service was an important
21	in its Street View service between the years of	21	feature to Google's products?
22	2013 and 2020; is that correct?	22	MR. DESAI: Objection to form.
23	MR. DESAI: Same objection.	23	THE WITNESS: It was my assumption
24	THE WITNESS: I'm sorry. There	24	that it was an important asset for Google.
25	was an unavoidable noise outside my location	25	
	Page 55		Page 57
1	L. Smalheiser - CONFIDENTIAL	1	L. Smalheiser - CONFIDENTIAL
2	and I didn't want everyone to have to hear	2	BY MS. WEYL:
3	it.	3	Q And do you understand that after the
4	BY MS. WEYL:	4	2013 litigation was dismissed, Google continued
5	Q No problem at all.	5	to use its Street View service; is that right?
6	So you were aware that Google invested	6	A I believe that Google did provide
7	in its Street View service between the years of	7	
8	in its bucce view service between the years of	7	their Street View service after that case was
1 -	2013 and 2020; is that correct?	8	their Street View service after that case was dismissed without prejudice.
9	-		
	2013 and 2020; is that correct?	8	dismissed without prejudice.
9	2013 and 2020; is that correct? MR. DESAI: Objection to form.	8 9	dismissed without prejudice. Q And in 2014, Google provided its
9 10	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify	8 9 10	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct?
9 10 11	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street	8 9 10 11	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it
9 10 11 12	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they	8 9 10 11 12	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but
9 10 11 12 13	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent.	8 9 10 11 12 13	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters.
9 10 11 12 13 14	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL:	8 9 10 11 12 13 14	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service
9 10 11 12 13 14 15	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google	8 9 10 11 12 13 14 15	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014?
9 10 11 12 13 14 15 16	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that.	8 9 10 11 12 13 14 15 16	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain.
9 10 11 12 13 14 15 16 17	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of	8 9 10 11 12 13 14 15 16 17	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service
9 10 11 12 13 14 15 16 17	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of whether Google invested any resources in the	8 9 10 11 12 13 14 15 16 17	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service in 2015?
9 10 11 12 13 14 15 16 17 18	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of whether Google invested any resources in the Street View service between 2013 and 2020; is that correct?	8 9 10 11 12 13 14 15 16 17 18	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service in 2015? A I may have. I can't be certain.
9 10 11 12 13 14 15 16 17 18 19 20	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of whether Google invested any resources in the Street View service between 2013 and 2020; is	8 9 10 11 12 13 14 15 16 17 18 19 20	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service in 2015? A I may have. I can't be certain. Q Were you aware that Google's Street
9 10 11 12 13 14 15 16 17 18 19 20 21	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of whether Google invested any resources in the Street View service between 2013 and 2020; is that correct? MR. DESAI: Objection to form.	8 9 10 11 12 13 14 15 16 17 18 19 20 21	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service in 2015? A I may have. I can't be certain. Q Were you aware that Google's Street View service was still being offered in 2015?
9 10 11 12 13 14 15 16 17 18 19 20 21 22	2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: I cannot quantify whether or not Google spent money on Street View in between those years or how much they might have spent. BY MS. WEYL: Q But you understand that Google strike that. So you have no understanding of whether Google invested any resources in the Street View service between 2013 and 2020; is that correct? MR. DESAI: Objection to form. THE WITNESS: As mentioned, I	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	dismissed without prejudice. Q And in 2014, Google provided its Street View service to users; is that correct? A I could not say definitively that it did. It would be an assumption that it did, but I don't follow such matters. Q Did you use Google Street View service in 2014? A I may have. I can't be certain. Q Did you use Google Street View service in 2015? A I may have. I can't be certain. Q Were you aware that Google's Street View service was still being offered in 2015? A I had no reason to not believe it was

15 (Pages 54 - 57)

	CON ID		
	Page 70		Page 72
1	L. Smalheiser - CONFIDENTIAL	1	L. Smalheiser - CONFIDENTIAL
2	BY MS. WEYL:	2	BY MS. WEYL:
3	Q What was the purpose of these	3	Q And what companies did Kewazinga
4	documents?	4	contact?
5	A The purpose of these documents were to	5	MR. DESAI: Same objection.
6	try to determine the level of interest by other	6	THE WITNESS: I can't recall the
7	companies in Kewazinga's in Kewazinga's	7	names of the companies that were contacted
8	products.	8	at that time, except for maybe a couple.
9	Q How were these other companies	9	BY MS. WEYL:
10	identified?	10	Q And what companies were those that you
11	MR. DESAI: Objection to form.	11	can recall?
12	THE WITNESS: I'm sorry. I need	12	A The companies that come to mind
13	to ask you to clarify that last question.	13	include Google and Microsoft. I believe Cisco.
14	BY MS. WEYL:	14	And maybe Verizon. And there may be others, but
15	Q Certainly.	15	I can't recall them as I sit here today.
16	You stated that you worked on drafting	16	Q Do you recall what companies Kewazinga
17	documents for the purpose of trying to determine	17	contacted in the 2005 and 2006 timeframe?
18	the level of interest by other companies in	18	MR. DESAI: Objection to form.
19	Kewazinga's products.	19	THE WITNESS: I believe
20	My question is, how did you identify	20	Kewazinga I'm sorry. Let me answer the
21	what companies to contact?	21	question. Yes, I have a general
22	MR. DESAI: Objection to form, and	22	recollection, but I don't remember all of
23	to the extent it mischaracterizes prior	23	them.
24	testimony.	24	BY MS. WEYL:
25	THE WITNESS: As a clarification,	25	Q Did Kewazinga contact Google in the
-	·		
1	Page 71 L. Smalheiser - CONFIDENTIAL	1	Page 73 L. Smalheiser - CONFIDENTIAL
2	I didn't say I drafted the documents. I	2	2005 and 2006 timeframe?
3	said I contributed to the drafting of the	3	A Yes, I believe that is correct.
4	documents. And in terms of identifying	4	Q And why did Kewazinga contact Google
5	which companies, which I think is what your	5	in the 2005 and 2006 timeframe?
6	question is, we, as a group, were trying to	6	A I believe Kewazinga thought that
7	look for companies where there would be some	7	Google could would be interested in and could
8	synergy between what the companies offered	8	benefit from Kewazinga's technology.
9	or might want to offer, and what Kewazinga	9	Q Did Kewazinga contact Microsoft in the
10	had to offer.	10	2005 and 2006 timeframe?
11	BY MS. WEYL:	11	A I can't be certain about 2005, but I
1		11	11 1 can t oc certain about 2003, but I
112		12	
12	Q What companies have you identified as	12	believe they were contacted by Kewazinga in the
13	Q What companies have you identified as potential companies that could provide synergy	13	believe they were contacted by Kewazinga in the 2006 timeframe.
13 14	Q What companies have you identified as potential companies that could provide synergy with Kewazinga?	13 14	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in
13 14 15	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form.	13 14 15	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe?
13 14 15 16	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you	13 14 15 16	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that
13 14 15 16 17	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please.	13 14 15 16 17	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's
13 14 15 16 17 18	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL:	13 14 15 16 17 18	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology.
13 14 15 16 17 18 19	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other	13 14 15 16 17 18 19	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the
13 14 15 16 17 18 19 20	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other companies that it wanted to form a partnership	13 14 15 16 17 18 19 20	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the 2005/2006 timeframe?
13 14 15 16 17 18 19 20 21	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other companies that it wanted to form a partnership with?	13 14 15 16 17 18 19 20 21	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the 2005/2006 timeframe? A I can't be certain of the date when
13 14 15 16 17 18 19 20 21 22	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other companies that it wanted to form a partnership with? MR. DESAI: Objection to form.	13 14 15 16 17 18 19 20 21 22	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the 2005/2006 timeframe? A I can't be certain of the date when Kewazinga contacted Cisco.
13 14 15 16 17 18 19 20 21 22 23	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other companies that it wanted to form a partnership with? MR. DESAI: Objection to form. THE WITNESS: I believe it did	13 14 15 16 17 18 19 20 21 22 23	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the 2005/2006 timeframe? A I can't be certain of the date when Kewazinga contacted Cisco. Q Do you have a general timeframe of
13 14 15 16 17 18 19 20 21 22	Q What companies have you identified as potential companies that could provide synergy with Kewazinga? MR. DESAI: Objection to form. THE WITNESS: I think I need you to clarify that question, please. BY MS. WEYL: Q Did Kewazinga contact any other companies that it wanted to form a partnership with? MR. DESAI: Objection to form.	13 14 15 16 17 18 19 20 21 22	believe they were contacted by Kewazinga in the 2006 timeframe. Q Why did Kewazinga contact Microsoft in the 2006 timeframe? A I believe that Kewazinga thought that Microsoft might benefit from Kewazinga's technology. Q Did Kewazinga contact Cisco in the 2005/2006 timeframe? A I can't be certain of the date when Kewazinga contacted Cisco.

19 (Pages 70 - 73)

	Dage 196		Page 199
1	Page 186 L. Smalheiser - CONFIDENTIAL	1	Page 188 L. Smalheiser - CONFIDENTIAL
2	confidential.	2	a Non-Disclosure Agreement, because as I sit
3	BY MS. WEYL:	3	here right now, I cannot recall that level
4	Q Just stepping back a couple of	4	of detail.
5	questions, you had noted that this document has	5	BY MS. WEYL:
6	"Confidential- Not for dissemination" on the	6	Q If I asked you back in 2013, would you
7	bottom; right?	7	have a better recollection?
8	A I do see that.	8	MR. DESAI: Objection to form.
9	Q So if you if Kewazinga provided a	9	THE WITNESS: I'm not sure that I
10	document to Google that contained confidential	10	would have had a better recollection.
11	information, it would have been marked	11	BY MS. WEYL:
12	confidential; is that correct?	12	Q Going back to Exhibit 11 on that
13	MR. DESAI: Objection to form.	13	Strategic Overview slide, you indicated there
14	THE WITNESS: I'm not sure that	14	were multiple things that were confidential in
15	that's necessarily correct. Sometimes when	15	nature.
16	you've developed a relationship with a	16	So is my understanding correct that
17	company and the company is expressing	17	the first bullet which says, "Incorporate
18	interest in receiving more documents,	18	Navigable Video into Google Pack" is considered
19	there's an element of trust that gets	19	confidential?
20	created. It's possible that not every	20	MR. DESAI: Objection to form.
21	document is marked in that manner, but I do	21	Mischaracterizes prior testimony.
22	recall many of these documents being marked	22	THE WITNESS: I think the notion
23	in that manner. And I think that it's very	23	of any company proposing to a different
24	clear that we were presenting	24	company that the inclusion of their
25	forward-looking concepts and business	25	technology might add value is potentially a
	Page 187		Page 189
1	L. Smalheiser - CONFIDENTIAL	1	Page 189 L. Smalheiser - CONFIDENTIAL
1 2		1 2	L. Smalheiser - CONFIDENTIAL confidential piece of information.
	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor.	1	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL:
2	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL:	2	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is
2 3	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure	2 3 4 5	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga
2 3 4 5 6	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google?	2 3 4 5 6	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology?
2 3 4 5 6 7	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form.	2 3 4 5 6 7	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form.
2 3 4 5 6 7 8	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here,	2 3 4 5 6 7 8	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say
2 3 4 5 6 7 8 9	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There	2 3 4 5 6 7 8 9	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology
2 3 4 5 6 7 8 9	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember.	2 3 4 5 6 7 8 9	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to.
2 3 4 5 6 7 8 9 10	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL:	2 3 4 5 6 7 8 9 10	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL:
2 3 4 5 6 7 8 9 10 11 12	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure	2 3 4 5 6 7 8 9 10 11 12	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point,
2 3 4 5 6 7 8 9 10 11 12 13	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to	2 3 4 5 6 7 8 9 10 11 12 13	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is
2 3 4 5 6 7 8 9 10 11 12 13 14	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe?	2 3 4 5 6 7 8 9 10 11 12 13 14	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that
2 3 4 5 6 7 8 9 10 11 12 13 14 15	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I	2 3 4 5 6 7 8 9 10 11 12 13 14 15	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form. THE WITNESS: As I said, I think
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form. THE WITNESS: As I said, I think the notion of including one company's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form. THE WITNESS: As I said, I think the notion of including one company's technology into another company's offering
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form. I'll just note that the prior question	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form. THE WITNESS: As I said, I think the notion of including one company's technology into another company's offering can possibly be construed as or
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form. I'll just note that the prior question didn't have the 2005/2006 timeframe point in	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology? MR. DESAI: Objection to form. THE WITNESS: Yes, I would say Navigable Video is was the technology that I'm referring to. BY MS. WEYL: Q And that first bullet point, "Incorporate Navigable Video into Google Pack" is Kewazinga confidential information; is that correct? MR. DESAI: Objection to form. THE WITNESS: As I said, I think the notion of including one company's technology into another company's offering can possibly be construed as or characterized as confidential.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form. I'll just note that the prior question didn't have the 2005/2006 timeframe point in it. Go ahead. You can answer.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form. I'll just note that the prior question didn't have the 2005/2006 timeframe point in it. Go ahead. You can answer. THE WITNESS: I'm not in a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	L. Smalheiser - CONFIDENTIAL opportunities that we would never share with a competitor. BY MS. WEYL: Q Did Kewazinga have a Non-Disclosure Agreement with Google? MR. DESAI: Objection to form. THE WITNESS: I as I sit here, I don't recall if there was an NDA. There may not have been, but I don't remember. BY MS. WEYL: Q Did Kewazinga have Non-Disclosure Agreements with other companies it was talking to in the 2005 and 2006 timeframe? A As I MR. DESAI: Objection. THE WITNESS: Sorry. We have some latency here. MR. DESAI: Objection to form. I'll just note that the prior question didn't have the 2005/2006 timeframe point in it. Go ahead. You can answer.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	L. Smalheiser - CONFIDENTIAL confidential piece of information. BY MS. WEYL: Q So by "technology," Navigable Video is what you're saying refers to Kewazinga technology?

48 (Pages 186 - 189)

	CONTID		
	Page 222		Page 224
1	L. Smalheiser - CONFIDENTIAL	1	L. Smalheiser - CONFIDENTIAL
2	to communicate.	2	were interested in Kewazinga's technology?
3	BY MS. WEYL:	3	MR. DESAI: Objection to form.
4	Q And Mr. Worley kept you in the loop of	4	THE WITNESS: Initially Verizon
5	the communications that occurred between Google	5	did express interest in the technology, but
6	and Kewazinga; correct?	6	ultimately I believe that they decided it
7	THE WITNESS: Saunak, if you	7	didn't dovetail effectively with their
8	you're saying something, I can't hear you.	8	strategy.
9	MR. DESAI: Objection, form.	9	BY MS. WEYL:
10	THE WITNESS: I'm sorry. I've	10	Q And did Microsoft express interest in
11	lost my train of thought. Could you please	11	Kewazinga's technology in the 2005/2006
12	repeat that question?	12	timeframe?
13	BY MS. WEYL:	13	MR. DESAI: Objection to form.
14	Q Certainly. Mr. Worley kept you in the	14	THE WITNESS: Yes, I would say
15	loop of communications that occurred between	15	that they definitely expressed interest in
16	Google and Kewazinga; correct?	16	it.
17	MR. DESAI: Same objection.	17	BY MS. WEYL:
18	THE WITNESS: Yes, I would say	18	Q So when I asked you earlier, I asked
19	that that statement is correct.	19	if you thought so when I asked you earlier
20	BY MS. WEYL:	20	about whether you thought Google acted
21	Q Okay. And in the 2005 to 2006	21	appropriately in the 2005/2006 timeframe, you
22	timeframe, did Kewazinga reach out to other	22	indicated that it was possible that Google went
23	companies?	23	ahead and possibly used some of Kewazinga's
24	MR. DESAI: Objection to form.	24	technology in its own products; is that correct?
25	THE WITNESS: Yes, during that	25	MR. DESAI: Objection to form.
43	1112 (1111/2001 100) during that	25	Till B BBTILL G GJ V Mon to Tollin
23	Page 223	23	Page 225
1	Page 223 L. Smalheiser - CONFIDENTIAL	1	Page 225 L. Smalheiser - CONFIDENTIAL
1 2	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted.	1 2	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I
1 2 3	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL:	1 2 3	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in
1 2	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were	1 2 3 4	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would
1 2 3	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted?	1 2 3	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's
1 2 3 4 5 6	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact	1 2 3 4 5 6	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in
1 2 3 4 5 6 7	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If	1 2 3 4 5 6 7	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us.
1 2 3 4 5 6 7 8	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those	1 2 3 4 5 6 7 8	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL:
1 2 3 4 5 6 7 8 9	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies.	1 2 3 4 5 6 7 8 9	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they
1 2 3 4 5 6 7 8 9	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated.	1 2 3 4 5 6 7 8 9	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its
1 2 3 4 5 6 7 8 9 10	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and	1 2 3 4 5 6 7 8 9 10	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products?
1 2 3 4 5 6 7 8 9 10 11 12	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I	1 2 3 4 5 6 7 8 9 10 11	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would
1 2 3 4 5 6 7 8 9 10 11 12 13	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when	1 2 3 4 5 6 7 8 9 10 11 12 13	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to
1 2 3 4 5 6 7 8 9 10 11 12 13 14	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth,
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the exact nature of the communication that we	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and aquariums and other interior building locations
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the exact nature of the communication that we had with them, but my recollection is that	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and aquariums and other interior building locations as additional navigable experiences.
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the exact nature of the communication that we had with them, but my recollection is that it didn't dovetail with any of their	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and aquariums and other interior building locations as additional navigable experiences. I would say that they also provided
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the exact nature of the communication that we had with them, but my recollection is that it didn't dovetail with any of their initiatives at the time.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and aquariums and other interior building locations as additional navigable experiences. I would say that they also provided experiences that I believe were captured on
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Page 223 L. Smalheiser - CONFIDENTIAL timeframe, other companies were contacted. BY MS. WEYL: Q And what other companies were contacted? A Well I can't be sure of the exact dates, but we've covered this ground already. If you'd like, I'll repeat the names of those companies. Q Thank you. That would be appreciated. A I believe Cisco and Verizon and Microsoft were contacted in this timeframe, but I cannot be exactly sure of the timeline of when those companies were contacted. Q And did Cisco express interest in Kewazinga's technology in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I don't recall the exact nature of the communication that we had with them, but my recollection is that it didn't dovetail with any of their	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Page 225 L. Smalheiser - CONFIDENTIAL THE WITNESS: I'm not sure that I was specific about the technology part in terms of their bad actor status. I would say that they used some of Kewazinga's forward ideas and business opportunities in their own product after they met with us. BY MS. WEYL: Q And specifically what ideas did they incorporate did Google incorporate into its own products? A Well I would say that they would include, but not necessarily be limited to incorporating Navigable Video into Google Earth, as well as Google Maps as an on-the-ground extension of those products. I would say that it also included providing travel destinations and cultural destinations, and museums and possibly zoos and aquariums and other interior building locations as additional navigable experiences. I would say that they also provided

57 (Pages 222 - 225)

L. Smalheiser - CONFIDENTIAL again, it's not limited to that, and a more thorough investigation would have to be made. But we clearly said to them, and I believe that this sentence is included in a number of the papers that we sent to them, that miniaturized Kewazinga systems would be placed atop cars and boats that would ply the streets and waterways in order to provide navigable experiences. And to that extent, I think Google went ahead and took a lot of the forward-looking dieas that Kewazinga presented it and used it in their own product. Q Are any of those things covered by Kewazinga's patents? MR. DESAI: Objection to form. C MR. DESAI: Objection to form. THE WITNESS: I don't know whether they're covered by the patents. I'm not sure that they are. D D you know if Google had the idea for Street View before Kewazinga ever emailed Google in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I can't know it for L. Smalheiser - CONFIDENTIAL included in the Kewazinga patents? MR. DESAI: Objection to form. Foundation. And, I mean, I think that's confusing a lot of different questions that ever easked in the previous 10 to 15 minutes. You can answer the question. THE WITNESS: I think the documents that were provided by Kewazinga to Google, some of which or maybe possibly many of which were marked as confidential and do not distribute presented many forward-looking concepts and business opportunities to Google that Kewazinga thought that they could help to offer to Google and to extend Google's ecosystem, if you will. Their software ecosystem. BY MS. WEYL: Q Did Kewazinga Q Yes, you may. A In those documents, Kewazinga clearly marked its patents by title of the patent, and I think more than one patent the title was				
2 again, it's not limited to that, and a more 3 thorough investigation would have to be made. 4 But we clearly said to them, and 1 5 believe that this sentence is included in a 6 number of the papers that we sent to them, that 7 miniaturized Kewazinga systems would be placed 8 at op cars and boats that would ply the streets 9 and waterways in order to provide navigable 10 experiences. And to that extent, I think Google 11 went ahead and took a lot of the forward-looking 12 ideas that Kewazinga presented it and used it in 13 their own product. 14 Q Are any of those things covered by 15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 17 THE WITNESS: I think the 18 they're covered by the patents. I'm not 18 sure that they are. 19 Q Do you know if Google had the idea for 20 Street View before Kewazinga ever emailed Google 21 in the 2005/2006 timeframe? 22 In MR. DESAI: Objection to form. 23 THE WITNESS: I don't know whether 24 MR. DESAI: Objection to form. 25 THE WITNESS: I don't know whether 26 kewazinga vere emailed Google 27 in the 2005/2006 timeframe? 28 MR. DESAI: Objection to form. 29 Street View before Kewazinga evere mailed Google 20 in the 2005/2006 timeframe? 21 L. Smalheiser - CONFIDENTIAL 22 sure, but I might have been exposed to a piece of information that suggested that 23 they never disclosed any preliminary work before we contacted them, although we never knew that they had done preliminary work before we contacted them, although we never knew that they had done preliminary work and they never disclosed any preliminary 17 Wow that was similar to our invention to us, either by email or in a telephone call. 18 BYMS. WEYL: 19 Q So in my previous question - sorry. 19 Wey that was similar to our invention to us, either by email or in a telephone call. 19 BYMS. WEYL: 10 Q So in my previous question - sorry. 11 I want to get this straight. 12 Jean to get this straight. 13 Lased you if any of the things that you mentioned were covered by the Kewazinga to a price of the patents, including their title,				Page 228
3 theorough investigation would have to be made. 4				
But we clearly said to them, and I 5 believe that this sentence is included in a number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that number of the papers that we sent to them, that of the papers that we sent to them, that of the papers that we sent to them, that of the papers that we sent to them, that were asked in the previous I0 to 15 minutes. You can answer the question. THE WITNESS: I think the documents that were provided by Kewazinga to Google, some of which or maybe possibly many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many forward-looking concepts and business opportunities to Google that Kewazinga to physical that they could help to offer to Google and to extend Google's ecosystem, if you will. Their software ecosystem. By MS. WEYL: 1		•		
believe that this sentence is included in a number of the papers that we sent to them, that miniaturized Kewazinga systems would be placed at alop cars and boats that would ply the streets and an advanced and took a lot of the forward-looking of which were provided by Kewazinga to experiences. And to that extent, I think Google experiences. And to that extent, I think Google of went ahead and took a lot of the forward-looking it deas that Kewazinga presented it and used it in their own product. Q Are any of those things covered by Kewazinga presented many forward-looking concepts and business of which were marked as confidential and do not distribute presented many forward-looking concepts and business opportunities to Google that Kewazinga theology of which were marked as confidential and do not distribute presented many forward-looking concepts and business opportunities to Google that Kewazinga theology of which were marked as confidential and do not distribute presented many forward-looking concepts and business opportunities to Google that Kewazinga to thought that they out help to offer to Google and to extend Google's ecosystem, if you will. Their software ecosystem. By MS. WEYL: 10	1			· ·
miniturized Kewazinga systems would be placed atop cars and boats that would ply the streets and waterways in order to provide navigable went ahead and took a lot of the forward-looking ideas that Kewazinga presented it and used it in their own product. Are any of those things covered by the went anked and took a lot of the forward-looking ideas that Kewazinga presented it and used it in their own product. Are any of those things covered by the went anked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many of which were marked as confidential and do not distribute presented many as the described not extend Google hat Kewazinga operations. BY MS. WEYL: 1 L. Smalheiser - CONFIDENTIAL presented. It beli	1			
miniaturized Kewazinga systems would be placed at otop cars and boats that would ply the streets and waterways in order to provide navigable sucception. The WITNESS: I think the documents that were provided by Kewazinga to Google, some of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of which were marked as confidential and do of which or maybe possibly many of whi	1		_	
and waterways in order to provide navigable of experiences. And to that extent, I think Google went ahead and took a lot of the forward-looking of which water provided by Kewazinga to the own product. A Q Are any of those things covered by the Water and their own product. MR, DESAI: Objection to form. THE WITNESS: I don't know whether they're covered by the patents. I'm not surprise they're covered by the patents are not loud say in many of those documents. I'm mot surprise they're covered by the fewaring and they never they're covered by the fewaring and they never disclosed any preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS, WEYL: I want to get this straight. I asked you if any of the things that they had done preliminary work that correct? MR, DESAI: Objection to form. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS, WEYL: Q and so none of those ideas that you didn't know; is that correct? A Excuse me. May I finish? L.	1	* *		<u> •</u>
9 and waterways in order to provide navigable 10 experiences. And to that extent, I think Google 11 went ahead and took a lot of the forward-looking 12 ideas that Kewazinga presented it and used it in 13 their own product. 14 Q Are any of those things covered by 15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 18 they're covered by the patents. I'm not 19 sure that they are. 20 BY MS. WEYL: 21 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 23 In the 2005/2006 timeframe? 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 26 L. Smalheiser - CONFIDENTIAL 27 sure, but I might have been exposed to a 28 piece of information that suggested that 29 they never disclosed any preliminary work 20 before we contacted them, although we never 21 knew that they had done preliminary work 22 they might have done some preliminary work 23 work that was similar to our invention to 24 us, either by email or in a telephone call. 26 THE WITNESS: That's correct. I'm 27 MR. DESAI: Objection. 28 THE WITNESS: That's correct. I'm 29 sorry, that is correct. 29 G And so none of those ideas that you 20 conveyed were related to the Kewazinga patents, 21 and so how would Google have disclosed what it 22 and so how would Google have disclosed what it 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 documents in front of him and ask him				1
to experiences. And to that extent, I think Google went ahead and took a lot of the forward-looking leaded as confidential and do of which were marked as confidential and do of which were distorable as confidential and do of which were marked as confidential and do for of which were marked as confidential and do for of which were marked as confidential and do for of the patents?				
11 went ahead and took a lot of the forward-looking 12 ideas that Kewazinga presented it and used it in 13 their own product. 14 Q Are any of those things covered by 15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 17 THE WITNESS: I don't know whether 18 they recovered by the patents. I'm not 18 their own know if Google had the idea for 19 Swr. WEYL: 20 Q Do you know if Google had the idea for 21 Street View before Kewazinga ever emailed Google 22 Street View before Kewazinga ever emailed Google 23 in the 2005/2006 timeframe? 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 26 Las many of those documents, Kewazinga clearly 27 marked its patents by title of the patent, and I 28 think more than one patent the title was 29 in the 2005/2006 timeframe? 20 In L. Smalheiser - CONFIDENTIAL 20 sure, but I might have been exposed to a 21 piece of information that suggested that 22 they might have done some preliminary work, 23 and the very disclosed any preliminary 24 work that was similar to our invention to 25 us, either by email or in a telephone call. 26 yo so in my previous question sorry. 27 I want to get this straight. 28 J Was. WEYL: 39 A SweYL: 40 A So in my previous question sorry. 41 I want to get this straight. 41 I want t		• • • • • • • • • • • • • • • • • • • •		
12 ideas that Kewazinga presented it and used it in 13 their own product. 13 their own product. 14 Q Are any of those things covered by 15 Kewazinga's patents? 15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 17 THE WITNESS: I don't know whether they're covered by the patents. I'm not 18 sure that they are. 19 Sure that they are. 20 BY MS. WEYL: 21 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 23 in the 2005/2006 timeframe? 22 MR. DESAI: Objection to form. 23 THE WITNESS: I can't know it for 24 In they wight have done some preliminary work at they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question — sorry. 12 I want to get this straight. 13 I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is 14 they might have done of those ideas that you 22 conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was and so how would Google have disclosed what it was a doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the inventi	1	=		
their own product. Q Are any of those things covered by 15 Kewazinga's patents? MR. DESAI: Objection to form. THE WITNESS: I don't know whether they're covered by the patents. I'm not 19 sure that they are. D BY MS. WEYL: Q D by ou know if Google had the idea for 21 Very out will. Their software ecosystem. BY MS. WEYL: MR. DESAI: Objection to form. THE WITNESS: I can't know it for 22 they might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work 5 before we contacted them, although we never 6 knew that they had done preliminary work 7 and they never disclosed any preliminary work 8 work that was similar to our invention to 9 us, either by email or in a telephone call. I Was DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection. THE WITNESS: That's correct. I'm 5 MR. DESAI: Objection to form, and as how would Google have disclosed what it 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doing in relation to the invention if all of 4 was doin				
14 Q Are any of those things covered by 15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 17 THE WITNESS: I don't know whether they're covered by the patents. I'm not sure that they are. 18 Sure that they are. 19 Sure that they are. 19 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 22 In the 2005/2006 timeframe? 20 MR. DESAI: Objection to form. 21 THE WITNESS: I can't know it for 25 THE WITNESS: I can't know it for 26 Knew that they had done preliminary work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 Tasked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 50 BY MS. WEYL: 20 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 25 was a face olophen and as him 24 documents in front of him and as him 24 documents in front of him and as him 25 was a face olophen call. 25 was a face olophenent. 26 was a face olophenent. 27 was a face olophenent. 27 was a face olophenent. 28 was doing in relation to the invention if all of 28 was a face olophenent. 29 was				*
15 Kewazinga's patents? 16 MR. DESAI: Objection to form. 17 THE WITNESS: I don't know whether they're covered by the patents. I'm not sure that they are. 19 Sy MS. WEYL: 20 BY MS. WEYL: 21 Q Do you know if Google had the idea for the 2005/2006 timeframe? 22 Street View before Kewazinga ever emailed Google and to extend Google's ecosystem, if you will. Their software ecosystem. 18 BY MS. WEYL: 20 A Excuse me. May I finish? 21 Q Yes, you may. 22 In those documents or I should say in many of those documents. Kewazinga clearly marked its patents by title of the patent, and I think more than one patent the title was 23 piece of information that suggested that they might have done some preliminary work before we contacted them, although we never disclosed any preliminary work that was similar to our invention to so, either by email or in a telephone call. 24 I want to get this straight. 25 I want to get this straight. 26 A Baked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? 27 MR. DESAI: Objection. 28 BY MS. WEYL: 29 A Ma so none of those documents. 29 The Witness of the patents are included in many of some of those documents. 29 A In those documents. Kewazinga the the title was been exposed to a contracted them, although we never disclosed any preliminary work and they never disclosed any preliminary work. 29 The Witness of the patents are also included in some or many of those documents. 20 A In those documents. For 21 should say in many of those documents. 21 L. Smalheiser - CONFIDENTIAL 22 L. Smalheiser - CONFIDENTIAL 23 L. Smalheiser - CONFIDENTIAL 24 they might have done some preliminary work and they never disclosed any preliminary work. 25 The Witness of the patents are also included in some or many of those documents. 26 A facuse me. May I finish? 27 L. Smalheiser - CONFIDENTIAL 28 L. Smalheiser - CONFIDENTIAL 29 Convert date, claim information where or secreted. I think issue details of the patents are incl		*		
16 MR. DESAI: Objection to form. 17 HE WITNESS: I don't know whether they're covered by the patents. I'm not sure that they are. 19 sure that they are. 20 BY MS. WEYL: 21 Q Do you know if Google had the idea for 2 Street View before Kewazinga ever emailed Google in the 2005/2006 timeframe? 22 Street View before Kewazinga ever emailed Google in the 2005/2006 timeframe? 23 in the 2005/2006 timeframe? 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 25 THE WITNESS: I can't know it for 26 The With they might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work and they never disclosed any preliminary work and they never disclosed any preliminary work that was similar to our invention to 8 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question — sorry. 12 I want to get this straight. 13 I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you iddn't know; is that correct? 16 WR. DESAI: Objection. 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm sorry, that is correct. 20 Q And so none of those ideas that you 20 Descriptions of the patents, including their title, issuance date, claim information and general descriptions are disclosed. And I think that Google used that information to further their own product without disclosing at any point during that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga parents? 20 MR. DESAI: Objection to form, and so how would Google have disclosed what it was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 25 or 35 may be marked its patents of the patents, and I think more than one patent th				
THE WITNESS: I don't know whether they're covered by the patents. I'm not sure that they are. 19				
they're covered by the patents. I'm not sure that they are. BY MS. WEYL: Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I can't know it for 25 THE WITNESS: I can't know it for 26 They may before we contacted them, although we never 6 knew that they had done preliminary work, 7 and they never disclosed any preliminary work 8 work that was similar to our invention to 9 us, either by email or in a telephone call. MY MS. WEYL: A In those documents, Kewazinga clearly marked its patents by title of the patent, and I think more than one patent the title was 2		· ·		• •
19 sure that they are. 20 BY MS. WEYL: 21 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 23 in the 2005/2006 timeframe? 22 MR. DESAI: Objection to form. 23 THE WITNESS: I can't know it for 25 The WITNESS: I can't know it for 26 The With Mark 25 That's correct. I'm 26 A Excuse me. May I finish? 22 A In those documents — or I should say 23 in many of those documents, Kewazinga clearly 24 marked its patents by title of the patent, and I 25 think more than one patent the title was 26 think more than one patent the title was 27 think more than one patent the title was 28 either described or excerpted. I think issue 28 dates of the patents are also included in some or 29 us, either by email or in a telephone call. 29 Forward business concepts are being provided. 29 In want to get this straight. 20 So in my previous question — sorry. 21 I want to get this straight. 21 I want to get this straight. 22 I want to get this straight. 23 I asked you if any of the things that 24 you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is 29 The WiTNESS: That's correct. I'm 20 And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 24 was doing in relation to the invention if all of 25 in many of those documents, Kewazinga that they lad bocuments, Kewazinga that think documents in many of those documents, Kewazinga that it in many of those documents, Kewazinga that this was in many of those documents, Kewazinga that this was in many of those documents, Kewazinga tearly marked its patents by title of the patents, and I I L. Smalheiser - CONFIDENTIAL 2 presented. I believe that claims were also 20 either described or excerpted. I think issue 4 dates of the patents are also included in many of rosome of those documents. And I think descriptions of the patents are also include				
20 BY MS. WEYL: 21 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 23 in the 2005/2006 timeframe? 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 26 L. Smalheiser - CONFIDENTIAL 27 sure, but I might have been exposed to a 28 a piece of information that suggested that 29 they might have done some preliminary work 29 they might have done some preliminary work 20 they might have been exposed to a 21 think more than one patent the title was 21 L. Smalheiser - CONFIDENTIAL 22 sure, but I might have been exposed to a 23 piece of information that suggested that 24 they might have done some preliminary work 25 before we contacted them, although we never 26 knew that they had done preliminary work 27 and they never disclosed any preliminary 28 work that was similar to our invention to 29 us, either by email or in a telephone call. 29 I want to get this straight. 20 Google used that information to further their own 21 you mentioned were covered by the Kewazinga 22 patents, and you said that you didn't know; is 23 In those documents, Kewazinga clearly 24 marked its patents by title of the patents, and I 25 think more than one patent the title was 26 L. Smalheiser - CONFIDENTIAL 28 presented. I believe that claims were also 29 either described or excerpted. I think issue 20 dates of the patents, are also included in some or 29 us, either obsequents, Kewazinga or one preliminary work 20 dates of the patents are also included in some or 21 seither described or excerpted. I think issue 22 dates of the patents are also included in many 23 or some of those documents. 24 L. Smalheiser - CONFIDENTIAL 25 L. Smalheiser - CONFIDENTIAL 26 think more than one patent the title was 26 La L. Smalheiser - CONFIDENTIAL 27 L. Smalheiser - CONFIDENTIAL 28 either described or excerpted. I think issue 29 dates of the patents are also included in some or 29 us, either by email or in a telephone call. 29 forward business concepts are being provided. 20 Evidence of the patents				
21 Q Do you know if Google had the idea for 22 Street View before Kewazinga ever emailed Google 23 in the 2005/2006 timeframe? 4 MR. DESAI: Objection to form. 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 26 MR. DESAI: Objection to form. 26 MR. DESAI: Objection to form. 27 THE WITNESS: I can't know it for 27 THE WITNESS: I can't know it for 28 THE WITNESS: I can't know it for 29 THE WITNESS: I can't know it for 29 THE WITNESS: To can't know it for 29 THE WITNESS: That's correct. I'm 29 THE WITNESS: That's correct. I'm 20 And so none of those ideas that you 20 conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 24 documents in front of him and ask him 21 documents in front of him and ask him 21 documents in front of him and ask him 22 documents in front of him and ask him 21 documents in front of him and ask him 22 documents i		•		
22 Street View before Kewazinga ever emailed Google in the 2005/2006 timeframe? 23 In the 2005/2006 timeframe? 24 MR. DESAI: Objection to form. 25 THE WITNESS: I can't know it for 26 L. Smalheiser - CONFIDENTIAL 2 sure, but I might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work 5 before we contacted them, although we never 6 knew that they had done preliminary work 7 and they never disclosed any preliminary work 8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 want to get this straight. 12 I want to get this straight. 13 I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 convey dwere related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of 24 documents in front of him and ask him				
in the 2005/2006 timeframe? MR. DESAI: Objection to form. THE WITNESS: I can't know it for Page 227 L. Smalheiser - CONFIDENTIAL sure, but I might have been exposed to a piece of information that suggested that they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to sus, either by email or in a telephone call. BY MS. WEYL: I want to get this straight. I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of				- •
24 MR. DESAI: Objection to form. THE WITNESS: I can't know it for Page 227 1 L. Smalheiser - CONFIDENTIAL 2 sure, but I might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work 5 before we contacted them, although we never 6 knew that they had done preliminary work, 7 and they never disclosed any preliminary 8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 think more than one patent the title was Page 229 1 L. Smalheiser - CONFIDENTIAL 2 either described or excerpted. I think issue 4 dates of the patents are also included in some or 5 many of those documents. And I think 6 descriptions of the patents are included in many 7 or some of those documents. 8 And so you have a situation where 9 forward business concepts are being provided. 10 Evidence of the patents are also included in many 11 issuance date, claim information and general 12 descriptions are disclosed. And I think that 13 Google used that information to further their own 14 product without disclosing at any point during 15 that time to Kewazinga patents? 16 product that was included to Google that included the title, issuance, date and general information about the Kewazinga patents? 20 MR. DESAI: Objection to form, and 21 as to how the witness would possibly do that 22 right move electronically. You can put 23 documents in front of him and ask him				· · · · · · · · · · · · · · · · · · ·
THE WITNESS: I can't know it for Page 227 L. Smalheiser - CONFIDENTIAL sure, but I might have been exposed to a piece of information that suggested that they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: Q So in my previous question sorry. I want to get this straight. I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Q And so none of those ideas that you 20 Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information as the Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of				
Page 227 1 L. Smalheiser - CONFIDENTIAL 2 sure, but I might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work 5 before we contacted them, although we never 6 knew that they had done preliminary work, 7 and they never disclosed any preliminary 8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of	1	-		
L. Smalheiser - CONFIDENTIAL sure, but I might have been exposed to a piece of information that suggested that they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: Q So in my previous question sorry. I want to get this straight. I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of L. Smalheiser - CONFIDENTIAL presented. I believe that claims were also either described or excerpted. I think issue dates of the patents, are also included in some or many of those documents. And I think descriptions of the patents, are included in many or some of those documents. And so you have a situation where forward business concepts are being provided. Evidence of the patents, including their title, issuance date, claim information to further their own product without disclosing at any point during that time to Kewazinga that they had a competing that time to Kewazinga that they had a competing that time to Kewazinga patents? Q Can you point to me some documents that Kewazinga provided to Google that included they many of those documents. And so you have a situation where forward business concepts are being provided. Evidence of the patents, including their title, issuance date, claim information to further their own product without disclosing at any point during that time to Kewazinga that they had a competing that time to Kewazinga patents? Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and gene	25	THE WITNESS: I can't know it for	25	think more than one patent the title was
2 sure, but I might have been exposed to a 3 piece of information that suggested that 4 they might have done some preliminary work 5 before we contacted them, although we never 6 knew that they had done preliminary work, 7 and they never disclosed any preliminary 8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of				Page 229
piece of information that suggested that they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: Q So in my previous question sorry. I want to get this straight. J asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm Sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of a either described or excerpted. I think issue dates of the patents are also included in some or many of those documents. And so you have a situation where provided. Evidence of the patents, including their title, issuance date, claim information and general descriptions are disclosed. And I think descriptions of the patents are also included in some or many of those documents. And so you have a situation where provided usering and tusing their title, issuance date, claim information and general descriptions are disclosed. And I think descriptions of the patents are also included in some or many of those documents. And so you have a situation where proward business concepts are being provided. Evidence of the patents, including their title, issuance date, claim information and general that time to Kewazinga any point during product without disclosing at any point during that time to Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	1			
they might have done some preliminary work before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm sorry, that is correct. 19 PMS. WEYL: 20 And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of 4 dates of the patents are also included in some or many of those documents. And I think descriptions of the patents are included in many or some of those documents. And I think descriptions of the patents are also included in many or some of those documents. And I think descriptions of the patents are also included in many or some of those documents. And I think descriptions of the patents are included in many or some of those documents. 8 And so you have a situation where 9 forward business concepts are being provided. 10 Evidence of the patents, including their title, issuance date, claim information and general 14 product without discloseing at any point during product that was in development. 13 Google used that information to further their own 14 product that was in development. 14 Q Can you point to me some documents 18 that Kewazinga provided to Google that included 19 the title, issuance, date and general information about the Kewazinga patents? 20 And so none of those ideas that you 21 many of those documents. 21 MR. DESAI: Objection to form, and 22 as to how the witness would possibly do that 19 right now electronically. You can put 24 documents in front of him and ask him				=
before we contacted them, although we never knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: I Q So in my previous question sorry. I want to get this straight. I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is THE WITNESS: That's correct. I'm sorry, that is correct. Performance of those documents. And I think descriptions of the patents are included in many or some of those documents. And so you have a situation where forward business concepts are being provided. Evidence of the patents, including their title, issuance date, claim information and general descriptions are disclosed. And I think that Google used that information to further their own product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. And so you have a situation where forward business concepts are being provided. Evidence of the patents, including their title, issuance date, claim information to further their own product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him				*
knew that they had done preliminary work, and they never disclosed any preliminary work that was similar to our invention to us, either by email or in a telephone call. BY MS. WEYL: Q So in my previous question sorry. I want to get this straight. I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of descriptions of the patents are included in many or some of those documents. And so you have a situation where forward business concepts are being provided. Evidence of the patents, including their title, 10 Evidence of the patents, including their title, 11 issuance date, claim information and general descriptions are disclosed. And I think that Google used that information to further their own product without disclosing at any point during 15 that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	1			
7 and they never disclosed any preliminary 8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 7 or some of those documents. 8 And so you have a situation where 9 forward business concepts are being provided. 10 Evidence of the patents, including their title, 11 issuance date, claim information and general 12 descriptions are disclosed. And I think that 13 Google used that information to further their own 14 product without disclosing at any point during 15 that time to Kewazinga that they had a competing 16 product that was in development. 17 Q Can you point to me some documents 18 that Kewazinga provided to Google that included 19 the title, issuance, date and general information 20 about the Kewazinga patents? 21 MR. DESAI: Objection to form, and 22 as to how the witness would possibly do that 23 right now electronically. You can put 24 documents in front of him and ask him				·
8 work that was similar to our invention to 9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 19 And so none of those ideas that you 20 Can you point to me some documents 21 That's correct. 22 Q And so none of those ideas that you 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 Forward business concepts are being provided. 26 Evidence of the patents, including their title, 27 It want to get this straight. 28 Google used that information to further their own 29 product without disclosing at any point during 20 product that was in development. 20 Can you point to me some documents 21 that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? 20 MR. DESAI: Objection to form, and 21 as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him				
9 us, either by email or in a telephone call. 10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 forward business concepts are being provided. 10 Evidence of the patents, including their title, 11 issuance date, claim information and general 12 descriptions are disclosed. And I think that 13 Google used that information to further their own 14 product without disclosing at any point during 15 that time to Kewazinga that they had a competing 16 product that was in development. 17 Q Can you point to me some documents 18 that Kewazinga provided to Google that included 19 sorry, that is correct. 19 the title, issuance, date and general information 20 BY MS. WEYL: 20 about the Kewazinga patents? 21 MR. DESAI: Objection to form, and 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 24 documents in front of him and ask him		• • • • • • • • • • • • • • • • • • • •		
10 BY MS. WEYL: 11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 19 Wand so none of those ideas that you 20 And so none of those ideas that you 21 Conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it 22 descriptions are disclosed. And I think that 13 Google used that information to further their own 14 product without disclosing at any point during 15 that time to Kewazinga that they had a competing 16 product that was in development. 17 Q Can you point to me some documents 18 that Kewazinga provided to Google that included 19 sorry, that is correct. 19 the title, issuance, date and general information 20 about the Kewazinga patents? 21 MR. DESAI: Objection to form, and 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 descriptions are disclosed. And I think that 26 descriptions are disclosed. And I think that 27 descriptions are disclosed. And I think that 28 descriptions are disclosed. And I think that 29 descriptions are disclosed. And I think that 20 descriptions are disclosed. And I think that 21 descriptions are disclosed. And I thi				
11 Q So in my previous question sorry. 12 I want to get this straight. 13 I asked you if any of the things that 14 you mentioned were covered by the Kewazinga 15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 19 I issuance date, claim information and general 12 descriptions are disclosed. And I think that 13 Google used that information to further their own 14 product without disclosing at any point during 15 that time to Kewazinga that they had a competing 16 product that was in development. 17 Q Can you point to me some documents 18 that Kewazinga provided to Google that included 19 the title, issuance, date and general information 20 about the Kewazinga patents? 21 MR. DESAI: Objection to form, and 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of		•		
I want to get this straight. I asked you if any of the things that J asked you if any of the their own J asked you if any of the things that J asked you if any of the things that J asked you if any of the tier own J asked you if any of the tier own J asked you if any of the tier own J asked you is in front of him and ask him J asked you is in think that J asked you is in thing that information to further their own J asked you is in the tier own J asked you is in th	1			
I asked you if any of the things that you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Pay MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of Agoogle used that information to further their own product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him				_
you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of A product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him				-
15 patents, and you said that you didn't know; is 16 that correct? 17 MR. DESAI: Objection. 18 THE WITNESS: That's correct. I'm 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 15 that time to Kewazinga that they had a competing product that was in development. 17 Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? 21 MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	112			
that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. Parameter of the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection. MR. DESAI: Objection. MR. DESAI: Objection to form, and ast how would Google have disclosed what it was in development. Parameter of the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and ast how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	1			-
MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of AR. DESAI: Objection to form some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	14	you mentioned were covered by the Kewazinga	14	product without disclosing at any point during
THE WITNESS: That's correct. I'm sorry, that is correct. 19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of 18 that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? 21 MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	14 15	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is	14 15	product without disclosing at any point during that time to Kewazinga that they had a competing
19 sorry, that is correct. 20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 the title, issuance, date and general information about the Kewazinga patents? 20 MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	14 15 16	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct?	14 15 16	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development.
20 BY MS. WEYL: 21 Q And so none of those ideas that you 22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 about the Kewazinga patents? 26 about the Kewazinga patents? 27 about the Kewazinga patents? 28 at to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	14 15 16 17	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection.	14 15 16 17	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents
Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him	14 15 16 17 18	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm	14 15 16 17 18	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included
22 conveyed were related to the Kewazinga patents, 23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 as to how the witness would possibly do that 26 right now electronically. You can put 27 documents in front of him and ask him	14 15 16 17 18 19	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct.	14 15 16 17 18 19	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information
23 and so how would Google have disclosed what it 24 was doing in relation to the invention if all of 25 right now electronically. You can put 26 documents in front of him and ask him	14 15 16 17 18 19 20	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL:	14 15 16 17 18 19 20	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents?
24 was doing in relation to the invention if all of 24 documents in front of him and ask him	14 15 16 17 18 19 20 21	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you	14 15 16 17 18 19 20 21	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and
	14 15 16 17 18 19 20 21 22	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents,	14 15 16 17 18 19 20 21 22	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that
25 the features that you discussed about were not 25 questions about that.	14 15 16 17 18 19 20 21 22 23	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it	14 15 16 17 18 19 20 21 22 23	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put
	14 15 16 17 18 19 20 21 22 23 24	you mentioned were covered by the Kewazinga patents, and you said that you didn't know; is that correct? MR. DESAI: Objection. THE WITNESS: That's correct. I'm sorry, that is correct. BY MS. WEYL: Q And so none of those ideas that you conveyed were related to the Kewazinga patents, and so how would Google have disclosed what it was doing in relation to the invention if all of	14 15 16 17 18 19 20 21 22 23 24	product without disclosing at any point during that time to Kewazinga that they had a competing product that was in development. Q Can you point to me some documents that Kewazinga provided to Google that included the title, issuance, date and general information about the Kewazinga patents? MR. DESAI: Objection to form, and as to how the witness would possibly do that right now electronically. You can put documents in front of him and ask him

58 (Pages 226 - 229)

			EIN	
		Page 286		Page 288
1	L. Smalheiser - CONFIDENTIAL		1	L. Smalheiser - CONFIDENTIAL
2 3	INDEX TO TESTIMONY EXAMINATION OF		2	CERTIFICATION
4	LEONARD SMALHEISER PAGE		3	I, Randi Friedman, Registered
5	BY: Ms. Weyl 5		4	Professional Reporter and Notary Public of the
6	***		5	State of New York, do hereby certify:
7	EXHIBITS Defendant		6	THAT, the witness whose testimony is herein
"	Number Description Page		7	before set forth, was duly sworn by me, and
	Exhibit 1 Complaint 13		8	THAT, the within transcript is a true record of
	Exhibit 2 Notice of Deposition 15 Exhibit 3 Email: 9-12-13 20		9	the testimony given by said witness.
**	(KEWAZINGA-G 3393)		10	I further certify that I am not related
12	,			•
12	Exhibit 4 Email Exchange 24		11	either by blood or marriage to any of the parties
13 14	(KEWAZINGA-G 3374-3383) Exhibit 5 Plaintiff's Response to 134		12	to this action; and that I am in no way
	Defendant's First Set of Requests		13	interested in the outcome of this matter.
15	for Admission		14	IN WITNESS WHEREOF, I have hereunto set my
16	Exhibit 6 Patent Assignment Cover Sheet 149 (KEWAZINGA-G 96-98)		15	hand this day, June 15, 2020.
17	(11111111011-0 70-70)		16	
	Exhibit 7 Email: 10-5-05 175		17	
18 19	(KEWAZINGA-G 3185-3186) Exhibit 8 Email Exchange 176		18	
19	(KEWAZINGA-G 3187)			Rendi C. Friedman
20	,		19	Randı Friedman, RPR
21	Exhibit 9 Email Exchange 179		20	
21 22	(KEWAZINGA-G 3183-3184) Exhibit 10 Email: 1-30-06 181		21	
	(KEWAZINGA-G 2996)		22	
23	T. 17:11 G		23	
24	Exhibit 11 Strategic Plan, January 2006 182 (KEWAZINGA-G 2997-3006)		24	
25	(Exhibits continued.)		25	* * * * * * * *
	<u> </u>	Dage 287		Daga 280
1	L. Smalheiser - CONFIDENTIAL	Page 287	1	Page 289
1 2	L. Smalheiser - CONFIDENTIAL (Exhibits continued.)	Page 287	1	Saunak Desai, Esq.
		Page 287	2	Saunak Desai, Esq. sdesai@stroock.com
2	(Exhibits continued.) EXHIBITS Defendant	Page 287	2	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020
2 3 4	(Exhibits continued.) EXHIBITS Defendant Number Description Page		2 3 4	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC
2 3 4 5	(Exhibits continued.) E X H I B I T S Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542)	Page 287	2	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020
2 3 4	(Exhibits continued.) E X H I B I T S Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250		2 3 4	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC
2 3 4 5	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's		2 3 4 5 6	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135)
2 3 4 5 6	(Exhibits continued.) E X H I B I T S Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250		2 3 4 5 6	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for
2 3 4 5 6	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539)		2 3 4 5 6 7	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review.
2 3 4 5 6 7 8	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261		2 3 4 5 6 7 8	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should
2 3 4 5 6 7 8	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87)		2 3 4 5 6 7 8 9	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are
2 3 4 5 6 7 8	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270		2 3 4 5 6 7 8 9	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet.
2 3 4 5 6 7 8	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87)		2 3 4 5 6 7 8 9 10 11 12	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of
2 3 4 5 6 7 8 9	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270		2 3 4 5 6 7 8 9 10 11 12 13	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney.
2 3 4 5 6 7 8 9 10 11 12	(Exhibits continued.) E X H I B I T S Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56)		2 3 4 5 6 7 8 9 10 11 12 13 14	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at
2 3 4 5 6 7 8 9 10 11 12 13	(Exhibits continued.) E X H I B I T S Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.)		2 3 4 5 6 7 8 9 10 11 12 13 14	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney.
2 3 4 5 6 7 8 9 10 11 12 13 14	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) ***		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com
2 3 4 5 6 7 8 9 10 11 12 13 14 15	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony. If the witness fails to do so within the time
2 3 4 4 5 6 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony. If the witness fails to do so within the time
2 3 4 4 5 6 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony. If the witness fails to do so within the time allotted, the transcript may be used as if signed. Yours,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony. If the witness fails to do so within the time allotted, the transcript may be used as if signed.
2 3 4 4 5 6 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	(Exhibits continued.) EXHIBITS Defendant Number Description Page Exhibit 12 Order (KEWAZINGA-G 3542) Exhibit 13 Plaintiffs' Response and 250 Non-Opposition to Google's Motion to Dismiss (KEWAZINGA-G 3538-3539) Exhibit 14 U.S. Patent '234 261 (KEWAZINGA-G 57-87) Exhibit 15 U.S. Patent '325 270 (KEWAZINGA-G 1-29) Exhibit 16 U.S. Patent '226 271 (KEWAZINGA-G 30-56) (Exhibits were retained on Exhibit Share.) *** REQUESTS 1)Page 101, Line 10 2)Page 231, Line 22		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Saunak Desai, Esq. sdesai@stroock.com June 15, 2020 RE: Kewazinga Corp. v. Google, LLC 6/10/2020, Leonard Smalheiser (#4135135) The above-referenced transcript is available for review. Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet. The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at erratas-cs@veritext.com Return completed errata within 30 days from receipt of testimony. If the witness fails to do so within the time allotted, the transcript may be used as if signed. Yours,

73 (Pages 286 - 289)